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a person, and the defendant's use of plaintiff's name and picture is actionable. *Binns v. Vitagraph Co. of America*, (N. Y. 1913) 103 N. E. 1108.

No case has heretofore arisen where the picture was not actually that of the complainant, and the court's construction seems to be the most liberal that has yet been placed upon this penal statute. If the purpose of this statute is to remedy such situations as arose in *Roberson v. Rochester Folding Box Co.*, 171 N. Y. 538, 64 N. E. 442, 59 L. R. A. 478, 89 Am. St. Rep. 823, its aim must be to prevent the unauthorized use of one person's name, picture, or portrait, by another who seeks to advertise, or increase the profits of his business, by the use of the complainant's picture, name, etc., thereby exhibiting publicly the name and personal peculiarities of act or appearance of the complainant and bringing upon him mortifying or at least unpleasant notoriety and ridicule. *Moser v. Press Pub. Co.*, 109 N. Y. Supp. 963; *Wyatt v. James McCreery Co.*, 111 N. Y. Supp. 86. The statute is penal and a strict construction of it would seem to permit the courts to go no further than to enjoin a graphic representation of the complainant, but the language used by the court in the principal case appears to give more latitude to the meaning of the words of the statute. If a picture of a different individual, made up to represent the complainant, falls within the prohibition of the statute, it would seem that the actual impersonation of another by an actor on the stage could also be restrained. Such an impersonation would fall within the court's definition of trade purposes in the principal case; it would also be "a representation of the person" impersonated; and would fall within the spirit of the law as construed by the court in the principal case. As to the right of privacy generally, see 4 HARV. L. REV. 193, 3 MICH. L. REV. 559, 5 ID. 378, 7 ID. 83, 8 ID. 221, 11 ID. 338.

SALES—CONDITIONAL SALES—NECESSITY OF RECORD—WHAT LAW GOVERNS.—A steam shovel was sold conditionally in Pennsylvania, to be removed to Virginia to be used in construction work. The conditional sale was not recorded in Virginia as required by its laws. Vendee made an assignment for the benefit of creditors, and plaintiff, the conditional vendor, sues for a return of its shovel. Held, the sale was subject to the recording laws of Virginia, and was therefore invalid as against creditors. *Corbett v. Riddle*, 209 Fed. 811.

The principal case based its opinion on the authority of *Hervey v. Locomotive Works*, 93 U. S. 664, and *Green v. Van Buskirk*, 5 Wall. 307 (7 Wall. 139). These two cases, sound law in themselves, have led to much confusion. The validity and effect of contracts relating to personalty are generally determined by the laws of the state or country where made, and as a matter of comity, will be enforced in another state, if valid where made. It has accordingly been held in many states, where the question of chattel mortgages was involved, that the removal of a mortgagor from the state in which he resided when the mortgage was given, and where it was duly recorded, and the taking of the mortgaged property with him, does not invalidate the record of the mortgage or necessitate the recording of it again in the state to which he has removed. *Offut v. Flagg*, 10 N. H. 46; *Ferguson v. Clifford*, 37 N. H.

86; *Cobb v. Buswell*, 37 Vt. 337; *Ballard v. Winter*, 39 Conn. 179; *Keenan v. Stimson*, 32 Minn. 377; *Martin v. Hill*, 12 Barb. (N. Y.) 631; *Kanaga v. Taylor*, 7 Oh. St. 134, 70 Am. Dec. 62; *Simms v. McKee*, 25 Iowa 341; *Feurt v. Powell*, 62 Mo. 524; *Hornthal v. Burwell*, 109 N. C. 10, 13 L. R. A. 740, 26 Am. St. Rep. 556; *Cool v. Roche*, 20 Neb. 550; *Shapard v. Hines*, 104 Fed. 449, 52 L. R. A. 675; see also 4 MICH. LAW REV. 356. The theory upon which these cases are based is that the *lex loci contractus* should prevail over every other law. MINOR, CONFLICT OF LAWS, § 132; *Barker v. Stacy*, 25 Miss. 471. Other states arrive at the same result by saying that it is the duty of the third party to investigate at the residence from which his vendor came. *Handley v. Harris*, 48 Kans. 606, 30 Am. St. Rep. 322. While others say that a mortgage as security would be well nigh worthless if this rule was not applied. *Hoit v. Remick*, 11 N. H. 285. Michigan, however, refuses to follow the rule on any theory, *Corbett v. Littlefield*, 84 Mich. 30, 11 L. R. A. 95, 22 Am. St. Rep. 681. The rule as above stated in reference to chattel mortgages, applies generally to contracts of conditional sale. *Dixon v. Blondin*, 58 Vt. 689; *Public Parks Amusement Co. v. Carriage Co.*, 64 Ark. 29; *Harper v. People*, 2 Colo. App. 177; *Weinstein v. Freyer*, 93 Ala. 257, 12 L. R. A. 700; *Marvin Safe Co. v. Norton*, 48 N. J. L. 410, 57 Am. Rep. 566; *Waters v. Cox*, 2 Ill. App. 129. The principal case and the two cases upon which it relies, then, may be said to be exceptions to the general rule, or, more properly, to lay down a distinct rule, that where the parties reside in one state and the contract is made there, if the property is at that time situated in another state, or taken there by virtue of the contract or with the consent of the mortgagee or conditional vendor, then the law of the latter state applies, and the conditional vendor or mortgagee must comply with the provisions of its laws. This is what the court meant in the principal case when it said, "Whoever sends property to another state impliedly submits to the regulations concerning its transfer in force there, although a different rule of transfer prevails in the jurisdiction where he resides." *In re Legg*, 96 Fed. 326; *Knowles Loom Wks. v. Vacher*, 57 N. J. L. 490, 33 L. R. A. 305; *Beggs v. Bartels*, 73 Conn. 132, 46 Atl. 874; *McGourkey v. Ry. Co.*, 146 U. S. 536; *Holt v. Knowlton*, 86 Me. 456.